

6388-C

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT dated as of September 1, 1974, by and among BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (hereinafter called the "Trustee"), UNITED STATES RAILWAY LEASING COMPANY, an Illinois corporation (hereinafter called the "Company"), UNITED STATES RAILWAY EQUIPMENT CO., an Illinois corporation (hereinafter called "Equipment Co.") and U. S. RAILWAY MFG. CO., an Illinois corporation (hereinafter called "Railco").

W I T N E S S E T H:

WHEREAS, the Trustee, the Company, Equipment Co. and Railco have heretofore executed and delivered with and to each other that certain Equipment Trust Agreement dated as of October 1, 1971 (hereinafter called the "Trust Agreement"); and

WHEREAS, the Trust Agreement has been recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and has been assigned Recordation No. 6388; and

WHEREAS, pursuant to Section 4.06 of the Trust Agreement the Company has or will have requested the Trustee to pay over to the Company an amount in cash deposited with the Trustee on account of Destroyed Equipment (as hereinafter

defined) as required by Section 4.08 of the Trust Agreement and has or will have sold, assigned and transferred to the Trustee in substitution therefor Substitute Equipment (as hereinafter defined); and

WHEREAS, the Company, Equipment Co., Railco and the Trustee desire to modify and amend the Trust Agreement to release and delete therefrom the Destroyed Equipment and to encumber thereby and substitute therefor the Substitute Equipment.

NOW, THEREFORE, in consideration of the premises and of the promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Trust Agreement is hereby amended by releasing from the lien thereof and deleting from Schedule A thereof, the units of Trust Equipment (herein called "Destroyed Equipment") described in Exhibit A hereto.
2. The Trust Agreement is hereby amended by subjecting to the lien thereof and adding to Schedule A thereof, the units of Equipment (herein called "Substitute Equipment") described in Exhibit B hereto.
3. The Company will mark or cause to be marked the Substitute Equipment as provided in

Section 4.07 of the Present Agreement.

4. The terms "Equipment" and "Trust Equipment" as used in the Trust Agreement shall hereafter, for all purposes, include the Substitute Equipment and shall not hereafter include the Destroyed Equipment.

5. The Company will promptly cause this Supplemental Agreement and an Assignment of Lease for the Substitute Equipment to be filed and recorded in accordance with Section 20c of the Interstate Commerce Act.

6. Except as amended and supplemented hereby, the Trust Agreement shall remain unaltered and in full force and effect.

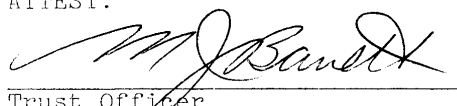
IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the 1st day of September, 1974.

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION,
as Trustee

By: _____

Vice President

ATTEST:


Trust Officer

UNITED STATES RAILWAY LEASING COMPANY

By: Ralph E Bell
Vice President

ATTEST:

Wm. P. Cook
Assistant Secretary

UNITED STATES RAILWAY EQUIPMENT CO.

By: Ralph E Bell
Vice President

ATTEST:

Wm. P. Cook
Assistant Secretary

U. S. RAILWAY MFG. CO.

By: Ralph E Bell
Vice President

ATTEST:

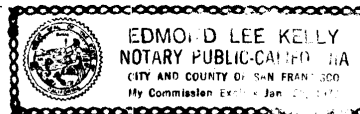
Wm. P. Cook
Assistant Secretary

STATE OF CALIFORNIA)
)
CITY AND COUNTY OF SAN FRANCISCO)

On this 30th day of September, 1974,
before me personally appeared R. F. KELLY and
M. J. BERNETT, to me personally known, who,
being by me duly sworn, say that they are a VICE PRESIDENT
and a VICE PRESIDENT, respectively,
of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,
that one of the seals affixed to the foregoing instrument is
the corporate seal of said corporation, that said instrument
was signed and sealed on behalf of said corporation by
authority of its Board of Directors and they acknowledged
that the execution of the foregoing instrument was the free
act and deed of said corporation.

Edmond Lee Kelly
Notary Public

My Commission Expires 1/23/76



STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 24th day of September, 1974,
before me personally appeared Paul R. Lusk and
Paul R. Lusk, to me personally known, who,
being by me duly sworn, say that they are Vice President and
Assistant Secretary, respectively, of UNITED STATES RAILWAY
LEASING COMPANY, that one of the seals affixed to the fore-
going instrument is the seal of said corporation, that said
instrument was signed and sealed on behalf of said corporation
by authority of its Board of Directors, and they acknowledged
that the execution of the foregoing instrument was the free
act and deed of said corporation.

Marjorie Jander
Notary Public

My Commission Expires June 11, 1975

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 24th day of September, 1974,
before me personally appeared Ralph C. Bell and
Paul R. Lark, to me personally known, who,
being by me duly sworn, say that they are Vice President
and Assistant Secretary, respectively, of UNITED STATES
RAILWAY EQUIPMENT CO., that one of the seals affixed to the
foregoing instrument is the seal of said corporation, that
said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors, and they
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

Mary Ellen Zander
Notary Public

My Commission Expires June 14, 1975

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 24th day of September, 1974,
before me personally appeared Ralph C. Bell and
Paul R. Lark, to me personally known, who,
being by me duly sworn, say that they are Vice President and
Assistant Secretary, respectively, of U. S. RAILWAY MFG. CO.,
that one of the seals affixed to the foregoing instrument is
the seal of said corporation, that said instrument was
signed and sealed on behalf of said corporation by authority
of its Board of Directors, and they acknowledged that the
execution of the foregoing instrument was the free act and
deed of said corporation.

Mary Ellen Zander
Notary Public

My Commission Expires June 11, 1975

DESTROYED EQUIPMENT

One (1) 52'5" RBL boxcar, bearing car reporting marks USLX 10439, leased by the Company to Evans Products Company ("Evans") under lease dated September 1, 1971, recorded with ICC as Rec. No. 6353

One (1) 52'5" 70 ton RBL boxcar, bearing car reporting marks USLX 10492, leased by Company to Kellogg Company, under lease dated May 28, 1970, recorded with ICC as Rec. No. 6299

One (1) 52'5" RBL boxcar, bearing car reporting marks USLX 10589, leased by Company to Evans, under lease dated September 1, 1971, recorded with ICC as Rec. No. 6352

Four (4) 52'5" RBL boxcars, bearing car reporting marks USLX 16010, 16044, 16049 and 18017 leased by Company to Georgia-Pacific Corporation, under lease dated September 16, 1971, recorded with ICC as Rec. No. 6302

Three (3) 52'5" RBL boxcars, bearing car reportings marks USLX 10805, 10820 and 10836, leased by Company to Willamette Industries, Inc. under lease dated April 21, 1971, recorded with ICC as Rec. No. 6387

One (1) 52'5" 70 ton RBL boxcar, bearing car reporting marks RSP 2054, leased by Company to Roscoe, Snyder and Pacific Railway Company, under lease dated April 7, 1971, recorded with ICC as Rec. No. 6290

EXHIBIT A

SUBSTITUTE EQUIPMENT

<u>No. of Cars</u>	<u>Description of Equipment</u>	<u>Lessee</u>	<u>Lease Term (Years)</u>	<u>Builder</u>	<u>Car Nos. (All Inclusive)</u>
12	52'5" RBL boxcars	Minneapolis, Northfield and Southern Railway	7.5	U. S. Railway Mfg. Co.	MNS 50,001-50,012

EXHIBIT B